

MEMBERSHIP TERMS AND CONDITIONS

Acceptance of Terms

The Ambition Theory Community is a service for authorized users, which includes providing paying subscribers, and free trial participants (“**Members**”) with access to guest speakers, meetups, coaching, and a community platform for engagement (the “**Membership Services**”). These Membership Terms and Conditions (the “**Membership Terms**”), together with our Privacy Policy www.ambitiontheory.ca/privacy-policy , and Website Terms and Conditions of Use www.ambitiontheory.ca/websiteterms (collectively, the “**Terms**”) govern your rights and obligations regarding your access and use of the Membership Services and the website and any content, documentation, functionality, videos, products, and services offered thereon (the “**Membership**”) provided by Ambition Theory Inc. (“**Ambition Theory**”, the “**Company**”, “**we**”, “**us**”, or “**our**”). These Terms constitute a fully binding agreement between Ambition Theory and you (“**You**” and “**Your**”), so please read them carefully.

By becoming a member, you represent and warrant that you are the legal age of majority under applicable law to form a binding contract with Ambition Theory. All subscriptions are personal. There are no group or corporate subscriptions. In certain circumstances, a business may pay for one or more personal subscriptions for individuals associated with that business. In such a case, you agree you will cause that business to agree to these Terms. However, no rights to the Membership and any of the content provided thereunder are granted to the business.

The Membership Services may be changed, suspended, withdrawn or terminated at any time in our sole discretion without notice.

BY CLICKING “I AGREE”, YOU ACCEPT AND AGREE TO BE BOUND BY AND COMPLY WITH THESE MEMBERSHIP TERMS, THE WEBSITE TERMS AND CONDITION OF USE www.ambitiontheory.ca/websiteterms AND OUR PRIVACY POLICY www.ambitiontheory.ca/privacy-policy , EACH OF WHICH IS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE MEMBERSHIP TERMS, THE WEBSITE TERMS AND CONDITIONS OF USE OR THE PRIVACY POLICY, YOU MUST IMMEDIATELY CEASE ACCESS AND USE OF THIS WEBSITE AND/OR ITS SERVICES.

Modification of Terms

Ambition Theory reserves the right, in its sole discretion, to revise, modify and update these Membership Terms from time to time without notice to you. Your continued subscription to the Membership after any such modifications constitutes your acceptance of, and your agreement to be bound by the new Membership Terms. You should periodically review these Membership Terms so that you are aware of any revision to which you are bound. If we intend to make what we deem to be a material change to these Membership Terms, we will provide you with advance notice in accordance with these Membership Terms.

Your Account

In order to access the Website, you will be required to create an account (an “**Account**”) by submitting your name, an active email address, and billing information and other information. You accept responsibility for all activities that occur under your Account. Ambition Theory endeavours to use reasonable security measures to protect against unauthorized access to your Account but Ambition Theory cannot guarantee absolute security of your Account and cannot promise that our security measures will prevent third-party “hackers” from illegally accessing your Account. If you become aware that there has been, or have reason to suspect that there may be, unauthorized use of your Account, or any other breach of security, you agree to immediately notify Ambition Theory at hello@ambitiontheory.ca , and to immediately take all necessary steps to prevent such unauthorized access, including changing your password.

Your Membership is non-transferable. Any user name, password, or any other piece of information chosen by you or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You understand and agree that your Account is personal to you and you agree not to provide any other person with access to the Website or portions of it using your user name, password, or other security information. You are responsible for any password misuse or any unauthorized access.

Ambition Theory reserves the right at any time and from time to time, to disable or terminate your Account, any user name, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms.

Fees

Membership is based on monthly subscription fee in the amount of \$100, \$200 or \$300 per month (depending on your plan), plus applicable taxes, and such amount will be collected on the first day of Membership and on a monthly basis thereafter. Fees are subject to change upon reasonable notice. All fees shall be payable in Canadian funds. Fees are nonrefundable.

Cancellations

You may cancel your Membership at any time by contacting hello@ambitiontheory.ca . Where the request for cancellation is received at least 10 business days before the next billing date, the cancellation will take effect at the end of the current billing period. Otherwise, the cancellation will take effect at the end of the next billing period.

Third Party Guests

Ambition Theory may invite third party guest speakers, lecturers, educators or other service providers to provide content for Members or input for Ambition Theory's Services ("**Third Party Guests**"). You understand and agree that non-Member Third Party Guests may have access to the Website and Confidential Information (as defined below) disclosed on the Website or as part of the Services. Ambition Theory will make reasonable efforts to ensure Third Party Guests are aware of their obligation to maintain Member confidentiality; however, you understand and agree that Ambition Theory is not responsible for the acts, omissions, comments, opinions or breach of obligations of any Third Party Guest.

Conditions of Use

As a condition of Membership, you agree as follows:

- You will not rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, publicly display, publicly perform, transmit, stream, broadcast, or make available, the Website, or any features or functionality thereof, to any third party for any reason;
- You will not copy, reproduce, modify, alter, translate, adapt, reverse engineer, disassemble, decompile, decode, decrypt, hack, attempt to derive or gain access to the source code of or create derivative works or improvements of the Services, the Website, or any parts, features or functionalities thereof;
- You will not circumvent (or attempt to circumvent) any measures implemented on the Website or related to its content intended to prevent reproduction of any portion of the Website or its content in any manner not authorized by these Terms;
- You will not remove, delete, alter, obscure, any copyright, trademark, patent, brand element, or other intellectual property or proprietary rights notices provided on the Website;
- You will adhere to the content standards provided in the Website Terms and Conditions of Use www.ambitiontheory.ca/websiteterms
- You will access and use the Website only for lawful purposes and in accordance with these Terms.

Confidentiality

The Ambition Theory Community may involve the disclosure by Members of confidential information. "**Confidential Information**" means any information or data in oral, electronic or written form which a receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with the Membership or which the receiving party may have access to in connection with this Membership. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

You agree to hold the other Members' Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as you hold your own Confidential Information of

like kind but to use no less than a reasonable degree of care. Disclosures of the other Members' Confidential Information will be restricted (i) to those individuals who are participating in Services and need to know such Confidential Information for purposes of providing or receiving the Services or otherwise in connection the Membership. You agree not to use any Confidential Information of the other users for any purpose other than the purposes contemplated by these Terms.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of another Member, the receiving party will give the disclosing Member prompt notice of such request so that the disclosing Member may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

Termination

Ambition Theory reserves the right, in its sole discretion to terminate your Membership and right to access and use the Website if you violate these Terms or any other terms or policies referenced herein, or if you otherwise create risk or possible legal exposure for Ambition Theory.

Feedback

Any feedback, suggestions, testimonials, endorsements, information or materials conveyed to Ambition Theory by You in connection with the Membership shall be collectively deemed "**Feedback**." You agree to grant and hereby grant to Ambition Theory a non-exclusive, perpetual, irrevocable, royalty free, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Feedback without restriction.

Privacy

Our Privacy Policy is located at www.ambitiontheory.ca/privacy-policy . Our Privacy Policy, which is incorporated herein by reference, sets out our practices regarding the collection, use and disclosure of your personal information.

Entire Agreement; Severability

These Terms, together with the Privacy Policy and any other policies incorporated herein by reference, constitutes the entire agreement between you and Ambition Theory in relation to your Membership, and supersedes any prior or contemporaneous understandings, representations, warranties, inducements or agreements relating to its subject matter. You agree that these Terms are not intended to confer and do not confer any rights or remedies upon any third party. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Assignment

You may not assign these Terms or any of the rights granted hereunder without the prior written consent of Ambition Theory, and any attempted assignment without such consent shall be void. Subject to the foregoing restriction, these Terms will be fully binding upon, inure to the benefit of, and be enforceable by us and our respective successors and assigns.

No Waiver

No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Governing Law

These Terms shall be governed by, construed and enforced in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule, and notwithstanding your domicile, residence, or physical location. Any and all disputes arising under this Agreement, whether as to interpretation, performance or otherwise, shall be subject to the jurisdiction of the courts of the Province of Nova Scotia, Canada, and each of the parties hereto hereby irrevocably

attorns to the jurisdiction of the courts of the Province of Nova Scotia, Canada. You hereby waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

Contact Us

Thank you for reading our Terms. If you have any questions or concerns regarding these Terms or pertaining to our Products or Services, please contact us at hello@ambitiontheory.ca.